

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

GS HOLISTIC, LLC,

CASE NO. C23-0376JLR

Plaintiff,

ORDER

V.

THANA LLC, et al.,

Defendants.

I. INTRODUCTION

Before the court is Plaintiff GS Holistic, LLC’s (“GS Holistic”) renewed motion for entry of default judgment against Defendants Thana LLC d/b/a Smoke Depot 2 (“Thana LLC”), Thana Marwan, Ali Abu-Alia, and Abdulla Abu-Alia (together, “Defendants”). (Mot. (Dkt. # 24).) None of the Defendants have appeared in this action, and the Clerk has entered default against all Defendants. (8/23/23 Default (Dkt. # 12) (entering default against Thana LLC and Thana Marwan); 10/19/23 Default (Dkt. # 14) (entering default against Ali Abu-Alia and Abdulla Abu-Alia).) The court has considered

1 GS Holistic's motion, the materials it submitted in support of its motion, the relevant
2 portions of the record, and the governing law. Being fully advised, the court GRANTS in
3 part GS Holistic's motion for entry of default judgment.

4 **II. BACKGROUND**

5 GS Holistic is a Delaware limited liability corporation ("LLC") that has its
6 principal place of business in California. (Compl. (Dkt. # 1) ¶ 4. It alleges that it is the
7 owner of the "STÜNDENGLASS" trademark and that it has worked to distinguish the
8 Stündenglass brand as "the premier manufacturer of glass infusers" trademarks and has
9 spent significant amounts of time and resources promoting and protecting the trademark.

10 (*Id.* ¶¶ 10-11, 16.) GS Holistic has registered the following trademarks: (1) U.S.
11 Trademark Registration No. 6,633,884 "for the standard character mark "Stündenglass"
12 in association with goods further identified in registration in international class 011";
13 (2) U.S. Trademark Registration No. 6,174,292 "for the design plus words mark 'S' and
14 its logo in association with goods further identified in the registration in international
15 class 034"; and (3) U.S. Trademark Registration No. 6,174,291 "for the standard
16 character mark "Stündenglass" in association with goods further identified in registration
17 in international class 034" (together, the "Stündenglass trademarks"). (*Id.* ¶ 12; *see also*
18 Mot., Ex. A (screenshots of pages from the United States Patent and Trademark Office's
19 Trademark Electronic Search System).) GS Holistic asserts that consumers are willing to
20 pay more for "the recognized quality and innovation associated with the Stündenglass
21 Marks." (Compl. ¶ 22.) Thus, genuine Stündenglass glass infusers are priced at \$599.95,
22 while non-Stündenglass infusers sell for between \$199.00 and \$600.00. (*Id.*)

1 Defendant Thana LLC is a Washington LLC that has its principal place of
2 business in Washington. (*Id.* ¶ 5.) Its owners are Thana Marwan, Ali Abu-Alia, and
3 Abdulla Abu-Alia, who are residents and citizens of Washington. (*Id.* at 1; *id.* ¶¶ 6-8.)
4 GS Holistic asserts that Defendants sold counterfeit products bearing the “Stündenglass”
5 Marks. (*Id.* ¶¶ 26-29.) On January 31, 2023, according to GS Holistic, its investigator
6 visited Smoke Depot 2; observed that the shop had “an excess” of glass infusers that
7 displayed the Stündenglass Marks; purchased a glass infuser with a Stündenglass Mark
8 “affixed to it” for \$442.44; and determined the glass infuser was a counterfeit product
9 that displayed the “the Infringing Marks” for \$442.44. (*Id.* ¶ 31; *see also id.* ¶ 27
10 (defining the “Infringing Marks” as “reproductions, counterfeits, copies, and/or colorable
11 imitations of one or more of the Stündenglass Marks”).)

12 GS Holistic filed its complaint on March 14, 2023. (*Id.* at 1.) It alleges claims
13 under the Lanham Act against all Defendants for counterfeiting and trademark
14 infringement in violation of 15 U.S.C. § 1114 and for false designation of origin and
15 unfair competition in violation of 15 U.S.C. § 1125(a). (*Id.* ¶¶ 53-70.) It seeks damages,
16 costs of suit, a permanent injunction prohibiting Defendants from continuing to infringe
17 the Stündenglass trademarks, and an order requiring Defendants to deliver all infringing
18 products to GS Holistic for destruction. (*Id.* at 12-14.)

19 GS Holistic served Defendants on April 9, 2023. (*See* Service Affs. (Dkt.
20 ## 7-10.) The Clerk entered default against Thana LLC and Thana Marwan on August
21 23, 2023, and against Ali Abu-Alia and Abdulla Abu-Alia on October 19, 2023. (8/23/23
22 Default; 10/19/2023 Default.) GS Holistic filed its first motion for entry of default

judgment on October 25, 2023. (1st Mot. (Dkt. # 16).) On November 3, 2023, the court denied that motion without prejudice because GS Holistic did not discuss how the court should dispose of its claims against Ali Abu-Alia and Abdulla Abu-Alia. (11/3/23 Order (Dkt. # 20).) When GS Holistic failed to take any further action in this matter, the court ordered it to show cause why this matter should not be dismissed for failure to prosecute. (OSC (Dkt. # 21).) GS Holistic timely responded to the OSC and filed this renewed motion for default judgment. (Mot.)

III. ANALYSIS

Below, the court sets forth the relevant legal standard and then evaluates GS Holistic's motion for entry of default judgment.

A. Legal Standard

Federal Rule of Civil Procedure 55(b)(2) authorizes the court to enter default judgment against a defaulting defendant upon the plaintiff's motion. Fed. R. Civ. P. 55(a), (b)(2). After default is entered, well-pleaded factual allegations in the complaint, except those related to damages, are considered admitted and are sufficient to establish a defendant's liability. *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987) (citing *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977)).

Entry of default judgment is left to the court's sound discretion. *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). In exercising its discretion, the court considers seven factors (the “*Eitel* factors”): (1) the possibility of prejudice to the plaintiff if relief is denied; (2) the substantive merits of the plaintiff’s claims; (3) the sufficiency of the claims raised in the complaint; (4) the sum of money at stake in relationship to the

1 defendant's behavior; (5) the possibility of a dispute concerning material facts;
 2 (6) whether default was due to excusable neglect; and (7) the preference for decisions on
 3 the merits when reasonably possible. *Eitel v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir.
 4 1986). After the court determines that default judgment is appropriate, it must then
 5 determine the amount and character of the relief that should be awarded. *See TeleVideo*,
 6 826 F.2d at 917-18.

7 **B. Whether the *Eitel* Factors Favor Default Judgment**

8 Default judgment is warranted in this case because, on balance, the *Eitel* factors
 9 weigh in favor of such judgment. The court discusses each factor in turn.

10 1. Possibility of Prejudice to Plaintiff

11 The first *Eitel* factor considers whether the plaintiff will suffer prejudice if default
 12 judgment is not entered. *See PepsiCo, Inc., v. Cal. Sec. Cans*, 238 F. Supp. 2d 1172,
 13 1177 (C.D. Cal. 2002). Without allowing default judgment, GS Holistic will suffer
 14 prejudice because it will “be denied the right to judicial resolution” of its claims and will
 15 be “without other recourse for recovery.” *Elektra Entm’t Grp. Inc. v. Crawford*, 226
 16 F.R.D. 388, 391 (C.D. Cal. 2005). Thus, the first *Eitel* factor weighs in favor of entering
 17 default judgment.

18 2. Substantive Merits and Sufficiency of the Complaint

19 The second and third *Eitel* factors—the substantive merits of the plaintiff’s claim
 20 and the sufficiency of the plaintiff’s complaint—are frequently analyzed together.
 21 *PepsiCo*, 238 F. Supp. 2d at 1175. For these two factors to weigh in favor of default
 22 judgment, the complaint’s allegations must be sufficient to state a claim for relief.

1 | *Danning v. Lavine*, 572 F.2d 1386, 1388 (9th Cir. 1978). A complaint satisfies this
 2 | standard when the claims “cross the line from the conceivable to plausible.” *Ashcroft v.*
 3 | *Iqbal*, 556 U.S. 662, 680 (2009). At the default judgment stage, the court “must take the
 4 | well-pleaded factual allegations [in the complaint] as true” but “necessary facts not
 5 | contained in the pleadings, and claims which are legally insufficient, are not established
 6 | by default.” *Cripps v. Life Ins. Co. of N. Am.*, 980 F.2d 1261, 1267 (9th Cir. 1992).

7 GS Holistic alleges claims for trademark counterfeiting and infringement under 15
 8 | U.S.C. § 1114 and false designation of origin and unfair competition under 15 U.S.C.
 9 | § 1125(a). (Compl. ¶¶ 53-70.) The court reviews each in turn.

10 a. *Trademark Counterfeiting and Infringement*

11 To prove liability for trademark infringement, the trademark holder must
 12 | demonstrate: (1) “ownership of a valid mark (i.e., a protectable interest)”; and (2) the
 13 | alleged infringer’s use of the mark “is likely to cause confusion, or to cause mistake, or to
 14 | deceive” consumers. *Reno Air Racing Ass’n., Inc. v. McCord*, 452 F.3d 1126, 1134 (9th
 15 | Cir. 2006) (quoting *KP Permanent Make-Up, Inc. v. Lasting Impression I, Inc.*, 408 F.3d
 16 | 596, 602 (9th Cir. 2005)).

17 First, uncontested proof that the plaintiff has registered the mark is sufficient to
 18 | establish ownership of a valid mark. *Pom Wonderful LLC v. Hubbard*, 775 F.3d 1118,
 19 | 1124 (9th Cir. 2014). Thus, because GS Holistic alleges that it registered the
 20 | Stundenglass Marks, it satisfies the first element of trademark infringement. (See Compl.
 21 | ¶ 12.)

1 Second, “[l]ikelihood of confusion exists when consumers viewing the mark
 2 would probably assume that the goods it represents are associated with the source of a
 3 different product identified by a similar mark.” *KP Permanent Make-Up, Inc.*, 408 F.3d
 4 at 608. Courts generally evaluate eight factors to determine whether confusion is likely:
 5 “1) the strength of the mark; 2) proximity or relatedness of the goods; 3) the similarity of
 6 the marks; 4) evidence of actual confusion; 5) the marketing channels used; 6) the degree
 7 of care customers are likely to exercise in purchasing the goods; 7) the defendant’s intent
 8 in selecting the mark; and 8) the likelihood of expansion into other markets.” *Id.* Where
 9 a defendant uses a counterfeit mark, however, courts both within and outside the Ninth
 10 Circuit presume a likelihood of consumer confusion. *See Coach, Inc. v. Pegasus Theater*
 11 *Shops*, No. C12-1631MJP, 2013 WL 5406220, at *3 (W.D. Wash. Sept. 25, 2013)
 12 (compiling cases); *see also Fendi Adele S.R.L. v. Burlington Coat Factory Warehouse*
 13 *Corp.*, 689 F. Supp. 2d 585, 597 (S.D.N.Y. 2010) (“To find a likelihood of confusion, a
 14 court need only determine that the items at issue are counterfeit and that the defendant
 15 distributed, offered for sale, or sold the items.”). The Lanham Act defines a “counterfeit”
 16 as “a spurious mark which is identical with, or substantially indistinguishable from, a
 17 registered mark.” 15 U.S.C. § 1127.

18 Here, GS Holistic alleges that its investigator purchased a glass infuser with a
 19 Stündenglass Mark “affixed” to it and determined that it was a counterfeit product that
 20 displayed the “the Infringing Marks.” (Compl. ¶ 31.) GS Holistic further alleges that the
 21 “Infringing Marks” are “reproductions, counterfeits, copies and/or colorable imitations of
 22 one or more of the Stündenglass Marks.” (*Id.* ¶ 27.) Accordingly, the court concludes

1 that GS Holistic has sufficiently alleged that Defendants used a counterfeit mark and that
2 a presumption of likelihood of consumer confusion applies. *See Coach, Inc.*, 2013 WL
3 5406220, at *3. Thus, because GS Holistic has demonstrated that it owns a valid mark
4 and that Defendants' use of the mark is likely to cause consumer confusion, the court
5 concludes that GS Holistic has sufficiently alleged its trademark counterfeiting and
6 infringement claim.

7 b. *False Designation of Origin*

8 To show liability for false designation of origin, the plaintiff must show that the
9 defendant "(1) use[d] in commerce (2) any word, false designation of origin, false or
10 misleading description, or representation of fact, which (3) is likely to cause confusion or
11 misrepresents the characteristics of his or another person's goods or services." *Freecycle*
12 *Network, Inc. v. Oey*, 505 F.3d 898, 902 (9th Cir. 2007). As to the first two elements, GS
13 Holistic alleges that Defendants sold (and thus, used in commerce) at least one glass
14 infuser bearing at least one of its registered trademarks. (Compl. ¶¶ 30-31.) And the
15 court concluded above that GS Holistic has plausibly alleged a likelihood of confusion
16 resulting from Defendants' use of the trademarks. Accordingly, GS Holistic has stated a
17 false designation of origin claim.

18 Because GS Holistic has demonstrated that its claims have substantive merit and
19 that it has sufficiently alleged those claims in its complaint, the court concludes that the
20 second and third *Eitel* factors weigh in favor of default judgment.

1 3. Sum of Money at Stake

2 Under the fourth *Eitel* factor, “the court must consider the sum of money at stake
3 in relation to the seriousness of the defendant’s conduct.” *PepsiCo*, 238 F. Supp. 2d at
4 1176. Here, GS Holistic seeks (1) \$150,000 in statutory damages—\$50,000 per
5 Stündenglass trademark—for willful trademark counterfeiting under 15 U.S.C. § 1117(d)
6 and (2) costs in the amount of \$782.00. (See Mot. at 2; Prop. Judgment (Dkt. # 24-4).)
7 The court concludes that the requested statutory damages and costs are not unreasonable
8 in light of the conduct discussed in the complaint. Thus, the court concludes that the
9 fourth *Eitel* factor weighs in favor of default judgment.

10 4. Possibility of a Dispute over Material Facts

11 “The fifth *Eitel* factor considers the possibility of dispute as to any material facts
12 in the case.” *PepsiCo*, 238 F. Supp. 2d at 1177. Where, as here, the defendant has
13 defaulted, the court must take all well-pleaded allegations in the complaint as true, except
14 those related to damages. *TeleVideo*, 826 F.2d at 917-18; see also *Wecosign, Inc. v. IFG*
15 *Holdings, Inc.*, 845 F. Supp. 2d 1072, 1082 (C.D. Cal. 2012) (“Where a plaintiff has filed
16 a well-pleaded complaint, the possibility of dispute concerning material facts is
17 remote.”). Thus, the court concludes there is little risk of dispute over material facts and
18 the fifth *Eitel* factor weighs in favor of granting default judgment.

19 5. Excusable Neglect

20 The sixth *Eitel* factor considers the possibility that the defendant’s default resulted
21 from excusable neglect. *PepsiCo*, 238 F. Supp. 2d at 1177. Here, GS Holistic has
22 provided evidence that Defendants were properly served (see Affs. of Service), and there

1 is no evidence in the record that Defendants' failure to answer or respond is the result of
 2 excusable neglect. Accordingly, the court concludes that the sixth *Etel* factor weighs in
 3 favor of default judgment.

4 6. Policy Favoring Decisions on the Merits

5 “Cases should be decided upon their merits whenever reasonably possible.” *Etel*,
 6 782 F.2d at 1472. Where, as here, a defendant fails to appear or defend itself in action,
 7 however, the policy favoring decisions on the merits is not dispositive. *PepsiCo, Inc.*,
 8 238 F. Supp. 2d at 1177. Therefore, the court concludes that the seventh *Etel* factor does
 9 not preclude entry of default judgment.

10 In sum, because the *Etel* factors weigh in favor of default judgment, the court
 11 concludes that entry of default judgment is warranted in favor of GS Holistic on its
 12 claims against Defendants.

13 **C. Requested Relief**

14 The court now turns to the issue of remedies. “A default judgment must not differ
 15 in kind from, or exceed in amount, what is demanded in the [complaint].” Fed. R. Civ. P.
 16 54(c); *Fong v. United States*, 300 F.2d 400, 413 (9th Cir. 1962). Defaulting defendants
 17 are not deemed to have admitted the facts alleged in the complaint concerning the amount
 18 of damages. *TeleVideo*, 826 F.2d at 917. A plaintiff “must ‘prove up’ the amount of
 19 damages that it is claiming.” *Philip Morris USA, Inc. v. Castworld Prod., Inc.*, 219
 20 F.R.D. 494, 501 (C.D. Cal. 2003); *see also* Local Rules W.D. Wash. LCR 55(b)(2).¹ By

21
 22

¹ This court’s Local Civil Rules require plaintiffs to support a motion for default
 judgment with:

1 analogy, plaintiffs must also “prove up” their entitlement to other forms of relief, such as
 2 a permanent injunction. *See Gucci Am., Inc. v. Tyrrell–Miller*, 678 F. Supp. 2d 117, 120–
 3 21 (S.D.N.Y. 2008).

4 GS Holistic requests statutory damages, litigation costs, injunctive relief, and
 5 destruction of the infringing products. (See Mot. at 12–16.) The court considers each
 6 remedy below.

7 1. Statutory Damages

8 Under the Lanham Act, a plaintiff may elect whether to recover its actual damages
 9 caused by the defendants’ use of a counterfeit mark or statutory damages. 15 U.S.C.
 10 § 1117(c). Here, GS Holistic has elected to seek statutory damages. (Mot. at 11–12; *see*
 11 Compl. at 12–13 (including statutory damages in its prayer for relief).)

12 The court has discretion to award statutory damages between \$1,000 and \$200,000
 13 “per counterfeit mark per type of goods or services sold, offered for sale, or distributed,
 14 as the court considers just.” 15 U.S.C. § 1117(c)(1). If, however, the court finds that the
 15 trademark violation was willful, it may award up to \$2,000,000 for each infringement.
 16 *Id.* § 1117(c)(2). “[S]tatutory damages may compensate the victim, penalize the
 17 wrongdoer, deter future wrongdoing, or serve all those purposes.” *Y.Y.G.M. SA v.*

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 19 a declaration and other evidence establishing [the] plaintiff’s entitlement to a sum
 20 certain and to any nonmonetary relief sought. [The] [p]laintiff shall provide a
 21 concise explanation of how all amounts were calculated, and shall support this
 22 explanation with evidence establishing the entitlement to and amount of the
 principal claim, and, if applicable, any liquidated damages, interest, attorney’s fees,
 or other amounts sought[.]

22 Local Rules W.D. Wash. LCR 55(b)(2).

1 | *Redbubble, Inc.*, 75 F.4th 995, 1008 (9th Cir. 2023) (citing *Nintendo of Am., Inc. v.*
2 | *Dragon Pac. Int'l*, 40 F.3d 1007, 1011 (9th Cir. 1994)). When determining the
3 | appropriate amount of statutory damages to award on default judgment, courts consider
4 | whether the amount of damages bears a “plausible relationship to [the p]laintiff’s actual
5 | damages.” *Yelp Inc. v. Catron*, 70 F. Supp. 3d 1082, 1102 (N.D. Cal. 2014) (quoting
6 | *Adobe Sys., Inc. v. Tilley*, No. C 09-1085 PJH, 2010 WL 309249, at *5 (N.D. Cal. Jan.
7 | 19, 2010)). That is, although a plaintiff in a trademark infringement suit is entitled to
8 | damages that will serve as a deterrent, “it is not entitled to a windfall.” *Id.*

9 GS Holistic requests statutory damages of \$50,000 for each of its registered
10 trademarks, for a total of \$150,000. (Mot. at 12-15.) GS Holistic’s evidence of its actual
11 damages caused by Defendants’ trademark violations, however, is limited to an allegation
12 that its investigator purchased a single glass infuser with a Stündenglass Mark “affixed to
13 it” for \$442.44. (See Compl. ¶ 31.) GS Holistic contends that its chief executive
14 officer’s (“CEO”) declaration establishes that it is “seeking only a fraction of the actual
15 losses to its business.” (Mot. at 13.) That declaration, however, provides no explanation
16 of how the CEO determined that it would have made four times as much in total U.S.
17 sales in 2022 if there were no counterfeit products in the market and says absolutely
18 nothing about the damages specifically caused by the Defendants in this case. (See
19 Folkerts Decl. (Dkt. # 27) ¶¶ 11-14.) The court is sympathetic to the difficulties GS
20 Holistic faces in estimating actual damages with any degree of certainty without the
21 benefit of Defendants’ cooperation in discovery. (See Mot. at 13.) Without more
22 evidence, however, the court cannot conclude that an award of \$50,000 in statutory

1 damages for each of GS Holistic’s three registered trademarks bears a “plausible
 2 relationship” to GS Holistic’s actual damages. *Yelp Inc.*, 70 F. Supp. 3d at 1102.

3 Because GS Holistic alleges only that the glass infuser its investigator purchased
 4 had “a Stündenglass Mark affixed to it” (Compl. ¶ 31), the court concludes that GS
 5 Holistic is entitled to statutory damages based on Defendants’ conduct with respect to
 6 only one trademark. The court further concludes, in its discretion, that an award of
 7 \$5,000 for one trademark violation will serve the compensatory, penal, and deterrent
 8 purposes of statutory damages without resulting in an undue windfall for GS Holistic.
 9 This amount equates to more than ten times the price of the allegedly infringing glass
 10 infuser purchased by GS Holistic’s investigator. (*See id.*) Accordingly, the court awards
 11 GS Holistic statutory damages of \$5,000.00.²

12 2. Costs of Litigation

13 Under the Lanham Act, a plaintiff who establishes that a defendant has violated a
 14 trademark “shall be entitled, . . . subject to the principles of equity, to recover . . . the
 15 costs of the action.” 15 U.S.C. § 1117(a). Here, GS Holistic seeks costs in the total
 16 amount of \$782.00, consisting of the filing fee (\$402.00) and its process server fees
 17 (\$380.00). (Mot. at 15 (citing Harris Decl. (Dkt. # 25) ¶ 6); *see* Compl. at 12-13

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² GS Holistic cites several cases in which courts in the Central District of California and
 20 the Southern District of Florida awarded it statutory damages of \$150,000 or more on default
 21 judgment. (*See* Mot. at 15 (compiling cases).) The court respectfully disagrees with the
 22 reasoning set forth in these decisions and finds far more persuasive the reasoning set forth in *GS
 Holistic, LLC v. MSA-Bossy Inc.*, No. 22-CV-07638-JSC, 2023 WL 3604322, at *6 (N.D. Cal.
 May 22, 2023) (noting that GS Holistic’s request for \$150,000 in statutory damages was “out of
 all proportion to its actual damages” and awarding statutory damages of \$5,000).

1 (including costs of suit in its prayer for relief).) The court grants GS Holistic's request
2 for its filing fee and process server fee because these are costs that are routinely awarded
3 and awards GS Holistic costs in the amount of \$782.00.

4 3. Injunctive Relief

5 The Lanham Act empowers courts "to grant injunctions, according to the
6 principles of equity and upon such terms as the court may deem reasonable, to prevent
7 the violation of any right of the registrant of a mark." 15 U.S.C. § 1116(a).

8 According to well-established principles of equity, a plaintiff seeking a
9 permanent injunction must satisfy a four-factor test before a court may grant
10 such relief. A plaintiff must demonstrate: (1) that it has suffered an
11 irreparable injury; (2) that remedies available at law, such as monetary
12 damages, are inadequate to compensate for that injury; (3) that, considering
13 the balance of hardships between the plaintiff and defendant, a remedy in
14 equity is warranted; and (4) that the public interest would not be disserved
15 by a permanent injunction.

16 *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006) (interpreting similar
17 language in considering a motion for permanent injunctive relief under the Patent Act).
18 The Lanham Act provides, in the case of a motion for a permanent injunction, that a
19 "plaintiff seeking any such injunction shall be entitled to a rebuttable presumption of
20 irreparable harm upon a finding of a [trademark] violation." 15 U.S.C. § 1116(a).

21 GS Holistic asks the court to enter the following permanent injunction enjoining
22 Thana LLC, Thana Marwan, Ali Abu-Alia, and Abdulla Abu-Alia and their "agents,
employees, officers, directors, owners, representatives, successor companies, related
companies, and all persons acting in concert or participation with it" from:

23 (a) Import, export, making, manufacture, reproduction, assembly, use,
24 acquisition, purchase, offer, sale, transfer, brokerage, consignment,

1 distribution, storage, shipment, licensing, development, display, delivery,
2 marketing advertising or promotion of the counterfeit Stündenglass
3 product identified in the complaint and any other unauthorized
4 Stündenglass product, counterfeit, copy or colorful imitation thereof[.]

5 (Mot. at 15-16; *see also* Prop. Judgment.)

6 The court declines to enter the requested permanent injunction. First, GS Holistic
7 argues only that it is entitled to injunctive relief “[b]y the reasons explained in [its]
8 Complaint.” (*Id.*) It does not address the factors a court must consider before entering a
9 permanent injunction. (*See id.*); *see eBay Inc.*, 547 U.S. at 391. Second, although GS
10 Holistic’s complaint describes the sale of one counterfeit Stündenglass glass infuser
11 displaying an unspecified Stündenglass Mark, it requests a broader injunction relating to
12 “the counterfeit Stündenglass product identified in the complaint and any other
13 unauthorized Stündenglass product.” (*Compare* Compl. ¶ 31, *with* Mot. at 15-16.)
14 Finally, “every order granting an injunction” must “describe in reasonable detail—and
15 not by referring to the complaint or other document—the act or acts restrained or
16 required.” Fed. R. Civ. P. 65(d). GS Holistic’s proposed order violates this rule by
17 referring to “the counterfeit Stündenglass product identified in the complaint.” (*See* Mot.
18 at 15-16.) For these reasons, the court denies GS Holistic’s request to enter a permanent
19 injunction.

20 4. Destruction of Infringing Products

21 Finally, GS Holistic seeks an order directing Defendants, “at their cost, [to] deliver
22 to [GS Holistic] for destruction all products, accessories, labels, signs, prints, packages,
wrappers, receptables, advertisements, and other material in their possession, custody or

1 control bearing any of the Stündenglass Marks.” (Mot. at 16.) The Lanham Act
2 authorizes the court to issue an order directing the destruction of articles that infringe
3 upon a trademark. 15 U.S.C. § 1118. Here, however, GS Holistic has not presented any
4 argument or evidence supporting its entitlement to this relief, and—as with its request for
5 a permanent injunction—its request for destruction of any article “bearing any of the
6 Stündenglass Marks” is not supported by its investigator’s purchase of a single glass
7 infuser bearing an unspecified Stündenglass Mark. (See Mot. at 16; Compl. ¶ 31.) As a
8 result, the court denies GS Holistic’s request for an order directing the destruction of
9 allegedly infringing products.

10 **IV. CONCLUSION**

11 For the foregoing reasons, the court GRANTS in part and DENIES in part GS
12 Holistic’s motion for default judgment. Specifically, the court GRANTS GS Holistic’s
13 request for entry of default judgment against Thana LLC, Thana Marwan, Ali Abu-Alia,
14 and Abdulla Abu-Alia; AWARDS GS Holistic statutory damages in the amount of
15 \$5,000.00 and litigation costs of \$782.00; and DENIES GS Holistic’s requests for entry
16 of a permanent injunction and for an order directing the destruction of infringing
17 products.

18 Dated this 1st day of July, 2024.

19
20 
21 JAMES L. ROBART
22 United States District Judge